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Montgomery County  
Department of Environmental  
Protection  
255 Rockville Pike  
Rockville, MD 20850

**GRANT OF STORM  
WATER MANAGEMENT  
EASEMENT AND RIGHT-  
OF-WAY  
to  
Montgomery County, MD**

Parcel ID# \_\_\_\_\_

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THIS GRANT OF STORM WATER MANAGEMENT EASEMENT AND RIGHT-OF-WAY (the "Easement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between \_\_\_\_\_, its successors and assigns (the "Grantor") and **MONTGOMERY COUNTY, MARYLAND, ITS SUCCESSORS AND ASSIGNS** (the "County"), (the Grantor and the County together "the Parties").

WHEREAS, the Grantor is the owner of real property located in Montgomery County, Maryland (the "Property") described in **Exhibit A**, which is attached to this Easement and incorporated herein as if fully set forth; and

WHEREAS, the Grantor has agreed to provide an easement to the County over, through, and under the Property to construct and/or to maintain storm water management facilities on the Property; and

WHEREAS, the County has determined to accept the grant of the Easement subject to the provisions stated below;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) paid by the County to the Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Grantor hereby grants to the County a perpetual easement for the construction or maintenance of a storm water management facility (the "Facility") in the area described in **Exhibit A** and shown cross-hatched on **Exhibit B** (the "Easement Area"), which is attached to this Easement and incorporated herein as if fully set forth;
2. The Grantor agrees that Grantor will not obstruct or permit anyone else to obstruct the Easement Area during the term of this Easement. Grantor will not construct any building or structure of any kind in the Easement Area, nor permit any the construction of any building or structure in the Easement Area. Grantor further covenants that Grantor will not perform or permit any fill or excavation activities or plant any trees within the Easement Area without the County's prior written consent;
3. The County will at all times have a right of ingress and egress over the Easement Area and the right to enter the Easement Area to install, construct, reconstruct, modify, alter, maintain, repair, replace, operate, monitor, and inspect the storm water management facility located in the Easement Area;
4. The County must maintain the Facility located in the Easement Area in accordance with the maintenance covenant for this Facility, which is attached to this Easement as **Exhibit C** and incorporated herein as if fully set forth;
5. The Grantor must maintain the Easement Area in accordance with the maintenance covenant for this Facility, which is attached to this Easement as **Exhibit C** and incorporated herein as if fully set forth;
6. No covenant or agreement contained in this Easement shall inure to the benefit of any party other than the Grantor and the County and their respective successors and assigns;

7. All of the covenants, agreements, and conditions contained in this Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns;
8. The Grantor specially warrants this Easement and agrees to execute, acknowledge, and deliver to or for the County such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Easement, or to confirm or perfect any right created hereunder;
9. In the event of any breach, or threatened breach, of this Easement by either party hereto, the non-defaulting party shall have the right to any remedy available at law or in equity, including but not limited to, injunctive relief and specific performance;
10. This Easement constitutes the entire agreement between the Parties and may not be modified, amended, or terminated except by an instrument in writing signed by both of the Parties;
11. This Easement shall be recorded among the land records of Montgomery County, Maryland;
12. This Easement shall be governed and construed in accordance with the laws of the State of Maryland and the laws of Montgomery County, Maryland;
13. Any forbearance by either the County or the Grantor in exercising any right or remedy afforded under this Easement or by law shall not be a waiver or preclude the exercising of any such right or remedy; and
14. Invalidation of any one of these terms or provisions by any Court shall in no way affect any other provisions, which shall remain in full force and effect.

WHEREFORE, the Parties have executed this Easement under seal on the date first above written.

GRANTOR(S):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

MONTGOMERY COUNTY,  
MARYLAND

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name  
County Executive

STATE OF  
COUNTY OF

: ss

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscriber, a Notary Public of the State of \_\_\_\_\_, and for the County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

**IN TESTIMONY WHEREOF**, I have affixed my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires \_\_\_\_\_

STATE OF  
COUNTY OF

: ss

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscriber, a Notary Public of the State of \_\_\_\_\_, and for the County of \_\_\_\_\_, personally appeared \_\_\_\_\_, County Executive, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that (he) (she), having been properly authorized, executed the same on behalf of Montgomery County, Maryland in the capacity therein stated and for the purposes therein contained.

**IN TESTIMONY WHEREOF**, I have affixed my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires \_\_\_\_\_

Certificate

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

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ASSISTANT COUNTY ATTORNEY

AFTER RECORDATION, PLEASE RETURN TO:

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